

1                   **FULL AND FINAL SETTLEMENT AGREEMENT AND RELEASE**

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3           LISA MOORE and EUGENE MOORE individually and as co-successors in interest of

4 decedent, Jeremiah Moore, (the "RELEASORS") in consideration of the total sum of TWO

5 HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00), payable to "Haddad & Sherwin

6 LLP Client Trust Fund f/b/o Lisa Moore and Eugene Moore," do for themselves and their heirs,

7 executors, administrators and assigns, forever release and discharge defendants the CITY OF

8 VALLEJO, its police department, its elective and appointive boards, officers, officials, agents,

9 servants, employees, partnerships, firms and corporations, CITY OF VALLEJO POLICE CHIEF

10 JOSEPH KREINS and OFFICER SEAN KENNEY, (hereafter collectively "RELEASEES"), and

11 each of them, from any and every claim, demand, right, or cause of action of any kind or nature

12 relating to the incident that occurred on October 21, 2012, in or near the City of Vallejo, California,

13 which resulted in the death of Jeremiah Moore. Any and all such claims, demands, rights, or causes

14 of action, whether for wrongful death, survivorship, personal injuries, property damage, loss of use of

15 property, violation of civil and/or constitutional rights, violations of 42 U.S.C. §1983, Title II of the

16 Americans With Disabilities Act (42 U.S.C. §12132 et seq.), Section 504 of the Rehabilitation Act

17 (29 U.S.C. §794 and 794 a, et seq.), municipal and/or supervisory liability, violation of California

18 Civil Code §52.1, 51.7 and 52, excessive force, battery, assault, false arrest, unlawful search or

19 seizure, failure to provide medical care, negligence, intentional and negligent infliction of emotional

20 distress, injunctive relief, attorneys' fees under 42 U.S.C. §1988, expert fees, costs, and punitive

21 damages, and whether or not said claims for damages and/or injunctive relief are permanent in nature,

22 are finally and forever compromised and settled.

23           The undersigned RELEASORS, as a condition hereof, hereby agree to the special conditions

24 that follow:

25           1.       Liability for all such claims, demands, rights, or causes of action is disputed, and this

26 final compromise and settlement shall never be treated as an admission of liability or responsibility at

27 any time for any purpose.

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1           2.       It is possible that other injuries, property damage, losses, or claims not known now  
2 may develop or be discovered, or consequences or results of known injuries, property damage, losses,  
3 or other claims may develop, worsen or be discovered, and this final compromise and settlement is  
4 expressly intended to cover and include, and does cover and include, all future injuries, medical  
5 expenses, medication costs, property damage, loss of use of property, loss of support, wage loss,  
6 future consequences or results of known or unknown injuries, losses, or claims, including all rights of  
7 action based thereon. The provisions of Section 1542 of the Civil Code of the State of California are  
8 expressly waived, and the undersigned understands that said Section provides:

9                   "A general release does not extend to claims which the creditor does not  
10                   know or suspect to exist in his or her favor at the time of executing the  
11                   release, which if known by him or her must have materially affected his  
                    or her settlement with the debtor."

12           This final compromise and settlement is expressly intended to cover and include, and does  
13 cover and include, all rights of action or causes which may hereafter exist or accrue to the  
14 undersigned, as a result of the aforesaid October 21, 2012 incident which resulted in the death of  
15 Jeremiah Moore.

16           3.       RELEASORS understand and acknowledge that they are responsible for any and all  
17 liens, including, medical liens and/or outstanding medical bills and including any claim for  
18 reimbursement that may be asserted by or on behalf of Medicare or other medical providers in any  
19 way related to this matter. RELEASORS will indemnify, defend, and save harmless said  
20 RELEASEES, and each of them, from any and every claim, demand, lien, right, or cause of action of  
21 any kind or character, whether for medical care, unemployment and/or disability compensation,  
22 attorneys' fees, expert fees, costs, or otherwise, arising from the aforesaid events that may ever be  
23 asserted against said RELEASEES.

24           4.       The undersigned hereby waive and relinquish any and all rights or claims to attorneys'  
25 fees, court costs, expert fees, and all other such costs and expenses to which they may have a claim  
26 under federal and/or state statutes, legislation, or judicial/administrative decisions, including but not  
27 limited to 42 U.S.C. §1988. Each of the parties hereto shall bear their own attorneys' fees and legal  
28 expenses/costs.

1           5.       Upon payment of the sums described herein, the undersigned hereby abandon and  
2 dismiss with prejudice all causes of action arising out of said events filed against said CITY OF  
3 VALLEJO, CITY OF VALLEJO POLICE CHIEF JOSEPH KREINS and OFFICER SEAN  
4 KENNEY, and hereby authorize and direct their attorney to file a dismissal with prejudice in its  
5 entirety of that certain action entitled *Lisa Moore, et al. v. City of Vallejo, et al.*, venued in the United  
6 States District Court for the Eastern District of California, Case Number 2:14-CV-00656-JAM-KJN.

7           6.       The RELEASORS and their attorneys agree not to initiate contact with news media  
8 about this settlement.

9           7.       This final compromise and settlement contains the entire agreement between the  
10 parties hereto. The terms of this final compromise and settlement are contractual and not a mere  
11 recital. This final compromise and settlement is executed without reliance upon any representation  
12 by any person concerning the nature or extent of injuries or legal liability therefor, and the  
13 undersigned have carefully read and understand the contents of this instrument and have signed the  
14 same as their own free act. This final compromise and settlement was entered into following  
15 negotiations between the attorneys for the RELEASEES and RELEASORS, and shall be interpreted  
16 under the laws of the State of California.

17  
18 DATED: 5/12/, 2016

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20 LISA MOORE

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22 DATED: 5/12/, 2016

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24 EUGENE MOORE  
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## ATTORNEY CERTIFICATION

I, T. Kennedy Helm, do hereby certify that I am the attorney for the above-named individuals, LISA MOORE and EUGENE MOORE, individually and as co-successors in interest of decedent, Jeremiah Moore. I certify that said individuals, to the best of my knowledge, are competent and capable of understanding the contents of this instrument, each provision of which I have fully explained to them and I am satisfied that they have understood, agreed to, and fully accepted such provisions. Included as paragraph 6 of the release is a provision that LISA MOORE and EUGENE MOORE and their attorneys agree not initiate contact with the news media about this settlement. I confirm that they are aware of this provision and they and their lawyers agree to said provision.

DATED: 05/13, 2016

  
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T. KENNEDY HELM, ESQ.